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BK 2.481 PG 268
DESO TO COUNTY, MS
W.E. DAVIS, CH CLERK

AAA-5520/M-0006280
Pkg VIII Desoto Cross
for Pep Boys Expansion

Indexing instructions: This instrument amends a Deed of Trust recorded in Deed of Trust Book 2115 at Page 235 and should be noted on the margin of this previously recorded instrument.

Prepared By And When
Recorded Return To:

Anthony L. Grimaldi, Esq.
Teachers Insurance and Annuity
Association of America
730 Third Avenue
New York, New York 10017
212.916.4243

**SECOND AMENDMENT OF DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING
AND MODIFICATION OF PROMISSORY NOTE**

This Second Amendment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Modification of Promissory Note (this "**Amendment**") is dated to be effective May ~~22~~ 2006 by and between HILLWOOD LIT, LP, a Delaware limited partnership ("**Borrower**"), having its principal place of business at 3141 Hood Street, Suite 700, Dallas, Texas, and TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation, having an office at 730 Third Avenue, New York, New York 10017 ("**Lender**").

WHEREAS, Lender is the present holder of that certain Promissory Note (the Promissory Note, as amended, the "**Note**"), dated November 23, 2004 in the original principal amount of Twenty-Six Million Five Hundred Sixty Thousand (\$26,560,000) to the order of Lender, made by Borrower and payable to the order of Lender.

WHEREAS, the Note is secured by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated November 23, 2004 and recorded in Deed of Trust Book 2115, Page 235 of the Records of Desoto County, Mississippi (as amended, the "**Deed of Trust**"), which encumbered Borrower's fee simple interest in the property and improvements located at 710 Venture Drive, Southaven, Mississippi 38671, as more particularly described therein (the "**Property**");

WHEREAS, Borrower and Lender executed and delivered a First Amendment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Modification of Promissory Note dated as of September 1, 2005 modifying the Note and Deed of Trust and recorded in Deed of Trust Book 2299, Page 1 of the Records of Desoto County, Mississippi;

DALLAS: 88235.00023: 1497017v2

Baskin

11

File No: 504146 Initials: JSM
After Recording Return To:
Baskin, McCarroll, McCaskill & Campbell PA
PO Box 190
Southaven, MS 38671
(662) 349-0664

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WHEREAS, Borrower has on the date hereof executed and delivered to Lender a Guaranty (herein so called) that guarantees the payment of a certain Promissory Note dated of even date herewith in the amount of \$21,000,000.00 (as amended, the "**Guaranteed Note**"), made by Westgate No. 1, L.P. (the "**Parallel Borrower**") and payable to Lender.

WHEREAS, the Parallel Borrower has granted to Lender a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 20, 2005 (as amended, the "**Parallel Deed of Trust**"), recorded as Instrument No. 2005-0370993 of the Real Property Records of San Bernardino County, California, as modified by a Modification Agreement dated September 1, 2005, recorded as Instrument No. 2005-0659465 of the Real Property Records of San Bernardino County, California, and a Second Modification of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Modification of Promissory Note dated of even date herewith and recorded in the Real Property Records of San Bernardino County, California to secure the Guaranteed Note and the Parallel Deed of Trust covers property described therein located in San Bernardino, California that is owned by the Parallel Borrower.

WHEREAS, Borrower and Lender are desirous of amending the terms and provisions of the Deed of Trust in accordance with the terms of this Amendment.

NOW, THEREFORE, Borrower and Lender, in consideration of TEN (\$10.00) Dollars and other valuable consideration received, the adequacy and sufficiency of which is hereby acknowledged by the parties hereto, hereby agree as follows:

1. The Note secured by the Deed of Trust shall be the Note as modified from time to time.
2. The term "**Obligations**" as defined in the Deed of Trust is modified to additionally include all obligations of Borrower under the Guaranty.
3. A default under the Parallel Deed of Trust shall be a default under the Deed of Trust.
4. Borrower agrees that the Note shall be modified as follows:
 - (i) The Note may be prepaid only upon a simultaneous prepayment of the Guaranteed Note.
 - (ii) A default under the Guaranteed Note shall be a default under the Note.
5. As of the date hereof, the outstanding balance of the Note is \$26,189,642.38 and interest on the Note has been paid through April 30, 2006. Borrower acknowledges that it has no existing and asserted (and no basis for any unasserted) claims, counterclaims, defenses or rights of setoff whatsoever with respect to any payment obligations under the Note or any other obligations under the Deed of Trust or any other document evidencing or securing the Note, and any such claims, counterclaims, defenses and rights of

setoff are hereby waived and relinquished.

6. In addition to any representations and warranties set forth in the Deed of Trust or any other Loan Documents, Borrower represents that each of the representations and warranties set forth below are true and correct as of the date of this Amendment and shall continue to be true and correct during the term of the loan under the Note.

(a) Borrower warrants and represents that each of the entities comprising Borrower is a duly organized and validly existing limited partnership formed under the laws of the State of Delaware and Borrower is duly qualified to transact business in the State of Mississippi as a limited partnership. The entry by Borrower into this Amendment and the other documents contemplated under this Amendment and the performance by Borrower of all of its obligations in connection herewith have been duly and validly authorized by all necessary actions, are in accordance with applicable laws and are not in violation of each of the entities comprising Borrower's partnership agreements.

(b) There has been no material adverse change in the condition, financial or otherwise, of Borrower since the date of the latest financial statements forwarded to Lender.

(c) There are no material actions or proceedings pending or, to the best of Borrower's knowledge, threatened against or affecting the Borrower, any person giving an indemnity to Lender ("Indemnitor") or the Property except as otherwise disclosed to Lender in writing.

(d) Borrower reaffirms all representations and warranties in the Deed of Trust and confirms that such representations and warranties are true and correct as of the date of this Amendment (except as to those, if any, which relate to a specific date and except as otherwise disclosed to Lender in writing).

7. Except to the extent modified by this Amendment, the Deed of Trust shall remain in full force and effect and shall be enforceable in accordance with its terms. Borrower hereby confirms and reaffirms each of the covenants, agreements and obligations of Borrower set forth in the Deed of Trust as amended by this Amendment. Borrower acknowledges and agrees that, if and to the extent that Lender has not heretofore required strict compliance with the performance by Borrower or by the Indemnitors of such covenants, agreements and obligations, such action or inaction shall not constitute a waiver of, or otherwise affect in any manner, Lender's rights and remedies under the Deed of Trust or any other loan documents including the right to require performance of such covenants, agreements and obligations strictly in accordance with the terms and provisions thereof.

8. Any reference to "this Deed of Trust" or "the Deed of Trust" in this Amendment, the Note, the Deed of Trust, that certain Assignment of Leases and Rents (as amended from time to time, the "Assignment") made by Borrower in favor of Lender dated November 23, 2004, or any other Loan Document evidencing or securing the Note shall be deemed to refer to the Deed of Trust as amended by this Amendment.

9. This Amendment is made supplemental to and part of the Deed of Trust so that the same, as supplemented hereby, shall now secure upon the same terms, covenants, conditions and warranties and the same priority the entire principal sum of Obligations originally described therein and the Guaranty.

10. The terms, covenants, conditions and warranties herein contained shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

11. If the Deed of Trust as amended hereby and this Amendment is executed by more than one Borrower, the covenants, agreements and undertakings thereon and herein shall be joint and several.

12. Whenever in this Amendment reference is made to a document being dated of even date herewith, it shall mean that document is dated the same date as this Amendment.

13. The Deed of Trust as amended hereby and this Amendment are to be construed according to the laws of the State of Mississippi.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered on the date below its signature, and effective as of the day and year first above written.

BORROWER:

HILLWOOD LIT, LP, a Delaware limited partnership

By: LIT-FTGP, L.L.C., a Delaware limited liability company,
its general partner


By: LIT Industrial Limited Partnership,
a Delaware limited partnership, its sole member

By: LIT Holdings GP, LLC, a Delaware limited
liability company, its sole general partner

By: Lion Industrial Properties, L.P., a Delaware
limited partnership, its sole member

By: LIT GP SUB, LLC, a Delaware
limited liability company, its general
partner

By: Lion Industrial Trust, a Maryland
real estate investment trust, its
sole member and manager

By: 
Name: Ben R. Phillips
Title: Vice President

Date: May 22 2006

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LENDER:

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA, a New York
corporation

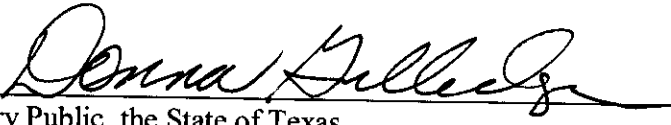
By: *Delores Gadeson* *and*
Name: DELORES GADESON
Title: DIRECTOR

Date: May 22 2006

AAA-5520
M-0006280

STATE OF TEXAS §
 § ss
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of May, 2006 within my jurisdiction, the within named Bern B. Phillips, who acknowledged to me that he (she) is Vice President of Lion Industrial Trust, a Maryland real estate investment trust and sole member and manager of LIT GP SUB, LLC, a Delaware limited liability company and general partner of Lion Industrial Properties, L.P., a Delaware limited partnership and sole member of LIT Holdings GP, LLC, a Delaware limited liability company and general partner of LIT Industrial Limited Partnership, a Delaware limited partnership and sole member of LIT-FTGP, L.L.C., a Delaware limited liability company and general partner of Hillwood LIT, LP, a Delaware limited partnership, and that for and on behalf of Lion Industrial Trust as sole member and manager of LIT GP SUB, LLC, and for and on behalf of LIT GP SUB, LLC as general partner of Lion Industrial Properties, L.P., and for and on behalf of Lion Industrial Properties, L.P. as sole member of LIT Holdings GP, LLC, and for and on behalf of LIT Holdings GP, LLC as sole general partner of LIT Industrial Limited Partnership, and for and on behalf of LIT Industrial Limited Partnership as sole member of LIT-FTGP, L.L.C., and for and on behalf of LIT-FTGP, L.L.C. as general partner of Hillwood LIT LP, a Delaware limited partnership, and as the act and deed of Lion Industrial Trust as sole member and manager of LIT GP SUB, LLC, and as the act and deed of LIT GP SUB, LLC as general partner of Lion Industrial Properties, L.P., and as the act and deed of Lion Industrial Properties, L.P. as sole member of LIT Holdings GP, LLC, and as the act and deed of LIT Holdings GP, LLC as sole general partner of LIT Industrial Limited Partnership, and as the act and deed of LIT Industrial Limited Partnership as sole member of LIT-FTGP, L.L.C., and as the act and deed of LIT-FTGP, L.L.C. as general partner of Hillwood LIT, LP, and as the act and deed of Hillwood LIT, LP, he executed the above and foregoing instrument, after first having been duly authorized by said Maryland real estate investment trust, limited partnerships and limited liability companies to do so.

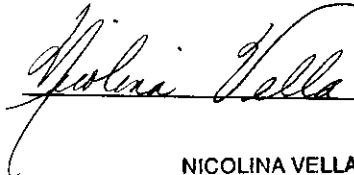

Notary Public, the State of Texas
My Commission Expires: _____



AAA-5520
M-0006280

STATE OF NEW YORK §
 § ss:
COUNTY OF NEW YORK §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of May, 2006, within my jurisdiction, the within named Delores Gadeson, who acknowledged to me that he (she) is Director of Teachers Insurance and Annuity Association of America, a New York corporation, and that for and on behalf of said corporation, and as its act and deed, he (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.



NICOLINA VELLA
Notary Public - State of New York
ID No. 01VE6116436
Qualified in Queens County
Commission Expires October 4, 2008

EXHIBIT A

Legal Description

EXHIBIT "A"

Parcel 1

BEING A 51.060 ACRE PARCEL OF LAND LYING IN THE EAST HALF OF SECTION 11 AND THE WEST HALF OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 8 WEST, IN THE CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, BEING LOT 1 OF DESOTO TRADE CENTER AS RECORDED IN PLAT BOOK 82, PAGE 29 AND REVISED IN PLAT BOOK 83, PAGE 33 AT THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE CENTERLINE INTERSECTION OF VENTURE DRIVE (90 FOOT RIGHT-OF-WAY) AND TURMAN ROAD (68 FOOT RIGHT-OF-WAY); THENCE, WITH THE CENTER OF TURMAN ROAD, N51°43'19"W, 80.05 FEET, TO A POINT; THENCE LEAVING SAID CENTER LINE S38°16'41"W A DISTANCE OF 34.00 FEET, TO THE RIGHT-OF-WAY LINE OF TURMAN ROAD; THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 55.00 FEET, A RADIUS OF 35.00 FEET, A DELTA ANGLE OF 90°02'38", AND A CHORD BEARING AND DISTANCE OF S06°42'01"E, 49.52 FEET TO A POINT 45.00 FEET WEST OF AND PERPENDICULAR TO THE CENTERLINE OF SAID VENTURE DRIVE; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY S38°19'18"W A DISTANCE OF 63.88 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 40.75 FEET, A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 15°33'49", AND A CHORD BEARING AND DISTANCE OF S30°32'24"W, 40.62 FEET TO A POINT OF TANGENCY 34.00 FEET WEST OF AND PERPENDICULAR TO THE CENTERLINE OF SAID VENTURE DRIVE; THENCE S38°19'18"W A DISTANCE OF 308.51 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 344.37 FEET, A RADIUS OF 366.00 FEET, A DELTA ANGLE OF 53°54'33", AND A CHORD BEARING AND DISTANCE OF S65°16'35"W, 331.80 FEET TO A POINT OF TANGENCY; THENCE N87°46'08"W A DISTANCE OF 1693.32 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 195.42 FEET, A RADIUS OF 434.00 FEET, A DELTA ANGLE OF 25°47'58", AND A CHORD BEARING AND DISTANCE OF S79°19'53"W, 193.78 FEET TO A POINT OF TANGENCY; THENCE S66°25'54"W A DISTANCE OF 140.33 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 51 (100 FOOT RIGHT-OF-WAY); THENCE, WITH SAID EAST RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 366.94 FEET, A RADIUS OF 4533.70 FEET, A DELTA ANGLE OF 04°38'14", AND A CHORD BEARING AND DISTANCE OF N18°32'11"W, 366.84 FEET, TO A POINT OF TANGENCY; THENCE, N16°13'04"W, 473.90 FEET, TO THE SOUTHWEST CORNER OF LOT 2 OF SAID DESOTO TRADE CENTER; THENCE LEAVING THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY 51 N70°06'46"E ALONG THE SOUTH LINE OF SAID LOT 2, 246.43 FEET TO A POINT; THENCE S87°46'08"E, 144.12 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE SOUTH LINE OF SAID LOT 2 N02°13'52"E, 147.24 FEET TO A POINT IN THE SOUTH LINE OF PAYTON (DEED BOOK 287, PAGE 144); THENCE, WITH THE SOUTH LINE OF PAYTON AND THE SOUTH LINE OF W.E. ROSS (DEED BOOK 211, PAGE 695), S87°45'44"E, 1,001.17 FEET, TO A FOUND IRON PIN AT THE NORTHWEST CORNER OF LOT 2 OF TRUMAN PUBLIC SERVICES CENTER (PLAT BOOK 64, PAGE 45); THENCE, WITH THE WEST LINE OF LOT 2, S02°07'18"W, 182.30 FEET, TO A SET IRON PIN; THENCE, S87°45'44"E, 304.96 FEET, TO A SET IRON PIN; THENCE, WITH THE EAST LINE OF LOT 2, N02°10'58"E, 72.30 FEET, TO A SET IRON PIN; THENCE, S87°45'44"E, 352.96 FEET, TO A SET IRON PIN; THENCE, N02°07'18"E, 110.00 FEET, TO A SET IRON PIN IN THE SOUTH LINE OF W.E. ROSS (DEED BOOK 211, PAGE 695); THENCE, WITH THE SOUTH LINE OF ROSS, S87°45'44"E, 313.47 FEET, TO A SET IRON PIN IN THE SOUTH RIGHT-OF-WAY LINE OF TURMAN ROAD; THENCE, WITH SAID SOUTH RIGHT-OF-WAY LINE, S51°43'19"E, 605.40 FEET, TO THE POINT OF BEGINNING. CONTAINING 2,224,155 SQUARE FEET OR 51.060 ACRES WITHIN THESE BOUNDS.

INDEXING INSTRUCTION: TO BE INDEXED IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 8 WEST, AND IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI.

Parcel 2

Rights privileges, and benefits inuring to the owner of Parcel 1, to the extent it constitutes an interest in real property, pursuant to Retention Basin Easement recorded in Book 430, Page 336, and as amended and restated in Amended and Restated Linear Detention Basin Easement recorded in Book 484, Page 698, of the land records of DeSoto County, Mississippi.

Parcel 3

Rights privileges, and benefits inuring to the owner of Parcel 1, to the extent it constitutes an interest in real property, pursuant to Signage and Landscape Easement, recorded in Book 468, Page 83, and rerecorded in Book 486, Page 182, of the land records of DeSoto County, Mississippi.